

SECTION B
Price Schedule

The contractor shall provide all labor, supervision, materials and supplies necessary to provide project management services as required for various construction, repair or alteration projects for the District of Columbia Public Library based on a labor hour contract with firm-fixed fully loaded hourly rates with a specified ceiling in accordance with Section C for the base period and 4 one-year option periods.

The contractor shall provide a labor skill mix sufficient to perform the requirements of this contract for the base period and 4 one-year option periods. Labor categories and fully loaded fixed hourly labor rates based on estimated labor hours shall be provided in detail in accordance with Section M.

Multiple awards are anticipated for the satellite Libraries based on the following CLINs:

BASE YEAR

CLIN 0001

PROJECT MANAGEMENT SERVICES:

- Northwest One
- West End

CLIN 0002

PROJECT MANAGEMENT SERVICES:

- Washington Highlands
- Francis Gregory

CLIN 0003

PROJECT MANAGEMENT SERVICES:

- Anacostia
- Tenley Design

CLIN 0004

PROJECT MANAGEMENT SERVICES:

- Benning
- Watha T. Daniel

CLIN 0005*

PROJECT MANAGEMENT SERVICES:

- Construction for Anacostia, Benning, Tenley and Watha T. Daniel Libraries

OPTION YEAR ONE

CLIN 0001

PROJECT MANAGEMENT SERVICES:

- Northwest One
- West End

CLIN 0002

PROJECT MANAGEMENT SERVICES:

- Washington Highlands
- Francis Gregory

CLIN 0003

PROJECT MANAGEMENT SERVICES:

- Anacostia
- Tenley Design

CLIN 0004

PROJECT MANAGEMENT SERVICES:

- Benning
- Watha T. Daniel

CLIN 0005*

PROJECT MANAGEMENT SERVICES:

- Construction for Anacostia, Benning, Tenley and Watha T. Daniel Libraries

OPTION YEAR TWO

CLIN 0001

PROJECT MANAGEMENT SERVICES:

- Northwest One
- West End

CLIN 0002

PROJECT MANAGEMENT SERVICES:

- Washington Highlands
- Francis Gregory

CLIN 0003

PROJECT MANAGEMENT SERVICES:

- Anacostia
- Tenley Design

CLIN 0004

PROJECT MANAGEMENT SERVICES:

- Benning
- Watha T. Daniel

OPTION YEAR THREE

CLIN 0001

PROJECT MANAGEMENT SERVICES:

- Northwest One
- West End

CLIN 0002

PROJECT MANAGEMENT SERVICES:

- Washington Highlands
- Francis Gregory

CLIN 0003

PROJECT MANAGEMENT SERVICES:

- Anacostia
- Tenley Design

CLIN 0004

PROJECT MANAGEMENT SERVICES:

- Benning
- Watha T. Daniel

OPTION YEAR FOUR

CLIN 0001

PROJECT MANAGEMENT SERVICES:

- Northwest One
- West End

CLIN 0002

PROJECT MANAGEMENT SERVICES:

- Washington Highlands
- Francis Gregory

CLIN 0003

PROJECT MANAGEMENT SERVICES:

- Anacostia
- Tenley Design

CLIN 0004

PROJECT MANAGEMENT SERVICES:

- Benning
- Watha T. Daniel

CLIN 0005

PROJECT MANAGEMENT SERVICES:

- Construction for Anacostia, Benning, Tenley and Watha T. Daniel Libraries

***CLIN 0005 – Services not required beyond base year and option year one, if exercised.**

SPECIAL SURGE CLIN - (ADDITIONAL SERVICES)

This CLIN is for project management services for up to three (3) additional projects for the base year and each option year for a total of 15 additional projects (15 additional projects beyond the sample projects listed in Section J). The DCPL reserves the right to add three (3) additional projects per year (base year and each one-year option) at the government's discretion. If multiple awards are made, the additional projects under this surge CLIN will be competed among all awardees before an award is made for the additional services. However, if a single contract is awarded, the additional projects under this Surge CLIN will be priced and negotiated (if applicable) with the single contractor. No more than three (3) additional projects can be added to the base year and each option year (see Section F for government's discretion for the exercise of option periods).

SECTION C **Statement of Work**

INTRODUCTION

The District of Columbia Public Library, Capital Construction Program, hereafter referred to as “DCPL”, is seeking the services of qualified construction and project management firms to perform and provide professional services for project management services as required by the Library, for the design, demolition, new construction, renovation, restoration and mixed-use development.. Multiple contracts are anticipated to be awarded to afford greater flexibility to the DCPL and to utilize the best-qualified firm for each specific project as determined by DCPL. Typical services shall include but not be limited to: Project management for DC Public Library’s facility construction; Performing design constructability reviews on a wide range of construction project plans and issuing reports based on the results of such a review; Reviewing project budgets, identifying construction cost estimates and issuing reports to substantiate differences; Perform overall construction management to include bid preparation, conducting and reviewing bids, recommending qualified low bidders for contract award, performing and assisting with contract and other document preparation for approval, preparation of construction schedules and maintenance of those schedules throughout the life of a project, enforcing construction quality and making recommendations as to corrective actions, insuring projects stay on schedule, budget and highest quality standards, perform value engineering and issue reports when warranted, and any other such services as associated with successful construction and project management duties more defined herein under scope of services.

BACKGROUND

The DCPL currently has minimal Project/Construction Managers (and no field inspectors) that conduct and oversee all engineering and construction projects. They provide general contract administration services for all DCPL capital projects, which are approved by the Library Board of Trustees or the Boards Facility Committee; and by City Council for projects over \$1,000,000. Some assigned projects could result in the contractor overseeing the preparation of individual documents as assigned to civil, structural, mechanical, electrical engineering as well as architectural services and construction services.

A sample list of projects is included in Attachment J. Some of the listed projects may already be underway in design, environmental assessments, property acquisition or other status. All construction is normally performed by outside contractors resulting from competitive processes. The specific services that may be required will be on an as needed, project-by-project basis, through the issuance of task orders that will specify the specific scope of services required for the project. In some cases, the work required may be an extension of DCPL staff to complete necessary specific tasks in order to keep a project moving. In other cases, the contractor may be required to manage a project from inception to turn-key completion.

Scope of Work

The contractor shall insure that individual project’s tasks, start-up, progress, design, tracking, documenting and completion will be efficient, value enhanced, practical, accomplished on time, and that all documents required are prepared professionally and submitted to the DCPL COTR as required by each task order. All deliverables to include, but not limited to reports, documents, specifications, and any other requirements shall be complete, clear, concise and in a format

compatible to be accepted by a variety of outside agencies to include but not limited to, WASA, PEPCO, DCRA, Office of Planning, DDOE and other entities as identified by DCPL.

The contractor shall perform services customarily and typically rendered in the field of project management to complete all necessary tasks as assigned, including but not limited to:

A. Project Assessment and Definition:

1. Meet with District/Library Staff to outline and define a specific project or multiple projects.
2. Perform a comprehensive needs assessment/analysis that establishes and justifies a proposed project or scope.
3. Identify preliminary project budgets and costs.
4. Recommend proper solutions as to the best use of consultants or sub-consultants based on cost, time and other factors.
5. Determine best and most cost effective method(s) to implement a project, offer recommendations.
6. Establish preliminary schedule and identify critical timelines.
7. Determine overall project viability and offer alternate recommendations (if any).
8. Identify and outline preliminary specific tasks and who the tasks belong to, to initiate a project.

B. Prepare and Provide Detailed Project Budgets and Cost Analysis.

1. Utilize effective and current cost estimating guides (Means Cost Works, ACE Guide to Construction Costs, etc.)
2. Identify contingency and project management costs and any other costs as may be required for the successful completion of a project.
3. Provide change order, contract amendment, and value engineering analysis when necessary.
4. Provide Design Cost Estimates
5. Provide Construction Cost Estimates

C. Provide Complete Project Scheduling:

1. Develop and maintain a comprehensive and realistic project schedule utilizing the Critical Path Method (Microsoft Project Management) identifying all necessary tasks and timelines of anticipated accomplishment.
2. Update frequently as required by Library. Provide necessary Gantt Charts, or other similar graphics that present and outline project progress/tracking.
3. The Schedule should include the Master Project Schedule, Planning, Design Development, Construction Schedule, Contract Schedule, any short interval scheduling, Close-Out Schedule and any other that will help to enhance the project's ability to be delivered on time.

D. Perform Constructability Reviews:

1. Perform Site Visits as required to gain knowledge and understanding of project site constraints.
2. Review plans, specifications and make determinations based on site and plan consistency, utilization of consistent construction methodology, terminology, technology and applicable code impacts (if any).

3. Identify project-specific issues, consequences, and recommend mitigation measures.
4. Identify and report on the proper and adequate use of construction standards, their enforceability, and the comprehensiveness of the general conditions.
5. Determine and report on the completeness, applicability, consistency and clarity of all project construction documents.
6. Prepare and perform Value Engineering analysis and comment on Project's use or lack of use with regards to overall Value. Make recommendations as necessary.

E. Provide Construction Management Support:

1. Prepare or assist in the preparation of construction bid documents within District rules and regulations
2. Assist in the preparation of pre-solicitation, solicitation, award and post-award documentation as requested by the DCPL Chief Procurement Officer.
3. Conduct, recommend and/or assist in the performance of selection of professional service contractors i.e. engineers, architects, and/or other services as required by Library staff.
4. Determine and establish construction phasing, insure contractor's schedule is realistic and insure that general contractor's and/or sub-contractors comply with established schedules.
5. Perform quality assurance and implement quality control measures with regards to the project.
6. Coordinate, schedule and implement through appropriate agencies and personnel the performance of inspections for the project whether code compliance, quality control or special inspection.
7. Coordinate, schedule, implement and insure through appropriate firms, agencies and personnel that the required performance of material testing, analysis, sampling or inspection occurs.
8. Determine, identify, validate, report and assist with contract change orders, construction delays, errors and omissions, and any project detriments that would negatively affect the project, project's budget and/or project outcome.
9. Prepare and maintain documents and records necessary for effective project management on media as directed by the District.
10. Coordinate, distribute and track all material submittal reviews and route to appropriate consultant or individual for appropriate approvals.
11. Insure and review that District contractor(s) are submitting proper labor reports, invoices, certifications, warranties and all other such documents as necessary for a complete and successful project.
12. Assist with project close-out, establish punch-lists, deliver maintenance bonds—what is a “maintenance bond?” and/or manufacturer warranties, start-up directions, insure that all items are satisfactorily completed and aid with occupancy transition.
13. Perform any post-completion project analysis and reporting necessary and as required.
14. Perform as Legal Expert Witness for the project if required.

3. Performance of Services

- A. The contractor shall be bound by all provisions of the DC Code when applicable.

SECTION D
Packaging and Marking

[This section is not applicable to this solicitation and is intentionally left blank]

SECTION E

Inspection and Acceptance

INSPECTION OF SERVICES

Inspection and acceptance of all work and services performed under this contract will be in accordance with this section.

Contract deliverables will be inspected for content, completeness, conformance to requirements and accuracy by the applicable DCPL program official. The DCPL will provide written acceptance, comments and/or changes, if any, within 15 working days from receipt by the DCPL of any deliverable.

Upon receipt of the DCPL comments, the contractor shall have 15 working days to incorporate the DCPL's comments and/or change requests and to resubmit the deliverable in its final form.

If written acceptance, comments and/or changes are not issued by the DCPL within 15 working days of submission, the draft deliverable shall be considered acceptable as written and submitted.

WARRANTY OF SERVICES

Notwithstanding inspection and acceptance by the government or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the contractor. This notice shall state either:

- That the contractor shall correct or reperform any defective or nonconforming services;
- That the government does not require correction or reperformance.

If the contractor is required to correct or reperform, it shall be at no cost to the government, and any services corrected or reperformed by the Contractor Team shall be subject to this clause to the same extent as work initially performed.

If the contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost incurred by the government or make an equitable adjustment in the contract price.

If the government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F **Delivery/Performance**

DELIVERABLES:

The contractor shall submit the following deliverables to the Contracting Officer's Technical Representative (COTR) as follows:

- The contractor shall attend meetings on an ongoing basis as required and shall be prepared to provide written and verbal progress updates.

PERIOD OF PERFORMANCE:

The period of performance shall be from date of award for one year.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options shall not exceed five (5) years.

TYPE OF CONTRACT

The DCPL anticipates the award of multiple contracts on a labor hour contract basis with fully loaded firm-fixed hourly labor rates. All expenses shall be included in the fully loaded firm-fixed hourly labor rate and will not be separately reimbursed by the DCPL.

MULTIPLE AWARDS

Although multiple awards are anticipated, they are not guaranteed. The government reserves the right to make a single contract award. However, if multiple awards are made, no firm may receive more than one award.

SECTION G
Contract Administration

CONTRACTING OFFICER AUTHORITY

The contracting officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual authorized to enter, administer or terminate this contract and is the only person authorized to approve changes to any of the contract requirements.

The CO is identified as follows:

Wayne R. Minor
Chief Procurement Officer
DC Public Library
901 G Street, NW
Washington, DC 20001
Telephone: (202) 727-1146
Email: wayne.minor@dc.gov

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award. The designation letter will set forth the authorities and limitations of the COTR under the contract.

The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

The COTR for this contract is identified as follows:

Jeff Bonvechio
Director 21st Century Capital Projects
DC Public Library
901 G Street, NW
Washington, DC 20001
Telephone: (202) 442-6070
Email: jeff.bonvechio@dc.gov

PAYMENT AND INVOICE INFORMATION

Payment shall be made for services accepted by the Government delivered to the destinations set forth in the contract.

All invoices/vouchers shall contain the following information:

- Name and Address of Contractor/Signature and Name of point of contact
- Date and invoice number
- Contract number
- Actual labor hours worked by each staff identified in Section B with fixed hourly rates identified in Section B
- Performance period (covered by the invoice)
- Receipts for all reimbursable expenses with justification for each expense

Invoices/Vouchers shall be submitted on a monthly basis for the prior month's performance and shall provide a detail report of all work performed for the period of the invoice.

Upon inspection and written acceptance of the services described, the contractor shall be entitled to payment. Payment will be made upon representation of an acceptable invoice/voucher.

To receive timely payment, the Contractor shall follow the instructions provided above and submit to the following addresses:

MAILING ADDRESS:

D. C. Public Library
901 9th Street, NW
Washington, DC 20001
ATTN: Accounts Payable

Payment will be made not later than the 30th calendar day after the designated paying office has received a proper invoice/voucher approved by the designated DCPL official.

SECTION H **Special Requirements**

CONFIDENTIALITY OF INFORMATION

To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to and the contractor shall have no obligations under this contract to hold information in confidence which, although identified and disclosed as stated herein, has been or is developed by the contractor independently and without benefit of information disclosed hereunder; and:

- (1) Information or data which is in the public domain at the time of receipt by the contractor;
- (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the contractor;
- (3) Information or data which the contractor can demonstrate was already in its possession at the time of receipt thereof ; or
- (4) Information or data which the contractor can demonstrate was received by it from a third party who did not require the contractor to treat it in confidence.

The contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity requesting such agreement and that is supplying such confidential or proprietary information or data to the contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer upon written request.

This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical or financial information or data.

ACCESS RESTRICTION

The contractor shall restrict access to those individuals with a valid need-to-know who are actually providing services under this contract. Further dissemination to other contractors, subcontractors or other Government agencies and private individuals or organizations is prohibited unless authorized in writing by the Contracting Officer's Technical Representative (COTR).

CONTRACTOR PUBLICITY

The contractor shall not publicize, advertise, promote, issue news releases, etc., relating to any resultant master contract award or any resultant task order award, without first obtaining written approval by the Contracting Officer.

PLACE OF PERFORMANCE

The services to be performed will be in Washington, DC. Work will primarily be performed at DCPL facilities.

GOVERNMENT-FURNISHED PROPERTY

The use of government furnished property to include desks, chairs, telephones, facsimiles and computers is authorized for this contract. As a result, offerors should have limited overhead costs included in their fully loaded labor rates.

CONSENT TO SUBCONTRACT

If offerors propose joint ventures, teaming arrangements or subcontractors, the DCPL reserves the right to approve or disapprove these arrangements. As a result, offerors shall indicate if joint ventures, teaming arrangements or subcontractors are being proposed. Proposals shall clearly identify the personnel who are earmarked under joint ventures, teaming arrangements or subcontractors. The contracting officer will provide express approval or disapproval of proposed subcontractors, joint ventures or teaming arrangements.

FLOW DOWN OF CLAUSES

All clauses applicable to the contractor shall flow down and be applicable to subcontractors, joint ventures or teaming arrangements.

KEY PERSONNEL

Offerors shall provide resumes of key personnel proposed to work on any resultant contract awarded as a result of this solicitation. Key personnel shall not be removed or substituted without prior written consent of the Contracting Officer. The contractor shall notify the Contracting Officer in writing within 5 calendar days in the event that key personnel are being removed or substituted. The Contracting Officer shall approve the substitution in writing within five (5) calendar days of the proposed substitution.

TECHNICAL DATA RIGHTS

The Contractor shall not use, disclose, reproduce or otherwise disclose to any persons any technical information or data licensed for use by the DCPL that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract.

DISCLOSURE OF INFORMATION

Any information made available to the contractor by the government shall be used only for the purpose of carrying out the provisions of an awarded contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract.

In the performance of this contract and any task order issued, the contractor assumes the responsibility for protection of the confidentiality of all DCPL records and/or protected data provided for performance under the contract and shall ensure that all work performed by any subcontractor is subject to the disclosure restrictions set forth above and all subcontract work to be performed under the supervision of the contractor or their employees.

POST AWARD CONFERENCE

The contracting officer will conduct a post-award conference with the contractor within 5 calendar days from any resultant contract award. Specific deliverables and due dates will be discussed and agreed to at the post-award conference.

SECTION I
Contract Clauses

CONTRACT CLAUSES INCORPORATED BY REFERENCE

The District of Columbia Standard Contract Provisions for Supply and Services Contracts, as amended is incorporated herein and made a part of this RFP.

SECTION J
List of Attachments

The following are sample projects that are anticipated during the anticipated contract period of performance. This list represents sample projects only. The DCPL reserves the right to change, add or delete projects at its discretion throughout the anticipated contract period:

- Anacostia Design
- Tenley Friendship Design
- Fire Alarm – Southeast
- Fire Alarm and Security – Various Library Branches
- Demolition – Tenley and Watha T. Daniel
- Demolition – Benning and Anacostia
- Francis Gregory Design
- Washington Highlands Design
- Construction – Anacostia, Benning, Tenley and Watha T. Daniel
- Capital View Learning Lab Design
- Capital View Learning Lab Build-Out
- Library Makeovers – Southwest, Takoma Park, Woodridge
- Francis Gregory (Quick Fix)
- Northwest One
- West End

SECTION K
Representations and Certifications

Offerors shall submit the following representations and certifications as a part of quotes in response to this solicitation:

Taxpayer Identification Number (TIN).

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, Local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6-49-4;
- ☐ Other _____.

Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and Tin of common parent:
 - Name _____.
 - TIN _____.

Drug-Free Workplace

The Contractor shall—within 30 days after award:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - o The dangers of drug abuse in the workplace;
 - o The Contractor's policy of maintaining a drug-free workplace;
 - o Any available drug counseling, rehabilitation, and employee assistance programs; and
 - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The Contractor, upon signing a contract for these services, agrees to this Drug-Free Workplace clause through the expiration of the contract's period of performance or through contract termination, if terminated.

If Contractor is an individual, the individual contractor agrees to this Drug-Free Workplace clause through the expiration of the contract's period of performance or through contract termination, if terminated.

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matter.

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal or District of Columbia agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(a) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional

information as requested by the Contracting Officer may render the Offeror nonresponsible.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

SECTION L
Instructions to Offerors

Receipt of Proposals

Offerors shall submit hard copy technical and price/cost proposals in sealed envelopes, conspicuously marked with solicitation number to the following address:

D.C. Public Library
901 G Street, NW
Room 423
Washington, DC 20001
ATTN: Wayne C. Minor, Chief Procurement Officer

Proposals shall be submitted by November 22, 2007 at 10:00 a.m., local time. Late proposals will not be accepted or considered. Due to the mail delivery screening process, offerors are encouraged to hand deliver proposals to the address referenced above. Hand delivery is the responsibility of the offeror and does not change the proposal due date and time specified herein. Proposals that are hand delivered must be received by the date and time specified herein in order to be considered timely and in order to be considered. If proposals are sent by regular mail or overnight mail, proposals must be received by the date and time specified herein.

Facsimile proposals, electronic proposals or alternate proposals will not be accepted.

Proposals shall be submitted in one original with 3 copies.

Submission, Modification, Revision and Withdrawal of Proposals

Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and—

- (1) There is acceptable evidence to establish that it was received at the Government location designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (2) It is the only proposal received.

However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

Acceptable evidence to establish the time of receipt at the Government location includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the location

If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Offerors may submit revised proposals only if requested or allowed by the Contracting Officer. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

Offer Expiration Date.

Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

Proposal Format

- a. One (1) original and three (3) copies, single sided.
- b. Font

Use an easily readable typeface, such as Times Roman or Arial, in not less than 11 point.

- c. Paper Size and Margins
Proposals shall be on 8 ½" x 11" white paper. Margins must be at least one (1) inch at the top, bottom, left and right of the paper with left-align text.
- d. Numbering
Pages are to be numbered sequentially from page 1 to the end, including charts, figures, tables, and appendices (see Item h below for page limitation for resumes).
- e. Names
Include the firm/team name on each page.
- f. Offerors shall submit proposals in response to this solicitation in English.
- g. Proposals shall clearly indicate the CLIN for which the proposal is submitted based on the CLIN structure outlined in Section B. Offerors may submit proposals for more than one CLIN, however, only one award will be made per firm to include joint ventures or teaming arrangements (see Section F – Multiple Awards).
- h. Proposals shall include the resumes of the key personnel (see Section H – Key Personnel). Resumes shall not exceed two (2) pages which counts toward the page limitation specified in this Section.
- i. **The contractor shall be a licensed architect, registered engineer or licensed general contractor in the District of Columbia with a class/level required for specific project needs as determined by the Library. Offerors shall furnish a copy of proof of such licensing in the response to this solicitation.**

Solicitation Questions

Questions in response to this solicitation shall be submitted in writing via electronic mail (email) to Wayne R. Minor at wayne.minor@dc.gov by **October 29, 2:00 p.m., local. Questions received after the date and time specified will not be addressed.**

Pre-Proposal Conference

A pre-proposal conference will be conducted on _____ at 10:00 a.m., local time at DCPL headquarters located at 901 G Street, NW, Room _____, Washington, DC. Attendance at the pre-proposal conference is not

mandatory. However, prospective offerors are encouraged to attend the conference to get a better understanding of the solicitation requirements.

Unnecessarily Elaborate Proposals

Offerors are cautioned not to submit unnecessarily elaborate proposals, as they are an indication of offeror's work.

Proposal Limitation

Proposals shall not exceed ten (20) pages in length. Although appendices and other attachments may be included with a proposal (and such appendices or attachments will not be subject to the foregoing page limitation), the DCPL is not required to review or consider any such appendices or attachments in its evaluation.

SECTION M **Proposal Evaluation**

GENERAL

In awarding the proposed contract, the following evaluation factors will be utilized to determine the selection of a vendor who offers the best value to the Government: Personnel, Technical Approach, Management Approach, and Past Performance. The evaluation criteria are listed in descending order of importance, exclusive of cost/price, which will be considered in the analysis of determining the overall best value to the Government.

Offerors are advised that an offer complying with solicitation requirements with the lowest price may not be selected for award if a higher-priced offer is determined to be the most advantageous to the Government. The Government may award the resulting contract to an offeror who does not offer the lowest price.

All offers will be evaluated for compliance with the terms, conditions, and requirements set forth by this RFP. The Government **may** evaluate offers and award a contract without discussions. Therefore, the initial offer submitted should contain the offeror's best terms.

For the purposes of evaluating offers and selecting the awardee, the combined relative merit of offeror's technical proposal as evaluated in accordance with the evaluation factors listed herein shall be considered significantly more important than price. The proposed price shall be considered an important criterion in the overall evaluation of offers. The factors listed below will be evaluated to determine the selection of a contractor who offers the best value to the Government. The following technical evaluation factors are listed in descending order of importance:

Factor 1 – Personnel

The offeror's proposal shall include the resumes for the proposed Key and Non Key Personnel who will perform under the resulting task order(s). The resumes shall contain, at a minimum: company name/address; telephone number; points of contact; duties performed by individual Key and Non Key Personnel; dates employed; qualifications; experience; skills; availability; and credentials (education, training and certifications) and current security clearance. Identify whether each proposed key or non-key personnel is a current full-time employee, current part-time employee, contingent-employee, consultant, subcontractor, or other. Describe the availability and existing commitments of Key and Non Key Personnel. The resumes are limited to two pages. Describe job duties to be performed by proposed Key and Non Key Personnel under the resulting task order.

An offeror's overview of proposed Key and Non Key Personnel is not considered a Resume and will not satisfy this requirement. If subcontractor or personnel employed by

other than the offeror are proposed, the government will only consider those qualifications if a firm commitment is demonstrated with the firm by which they are employed or with the individuals identified. Commitment letters shall be provided with the offer.

Factor 2 - Technical Approach

The technical approach shall clearly identify the offeror's wishes to be considered for this requirement and provide evidence of experience in providing these services. Offerors will be evaluated based upon their understanding of this requirement as demonstrated in the offeror's proposal which presents an efficient and realistic approach to meet the proposed requirement. The technical approach must be submitted indicating how each aspect of the Statement of Work is to be accomplished. The technical approach should demonstrate an in-depth technical understanding and ability to meet the SOW requirements. The approach must include information on how the project is to be organized and the capability of the contractor. The offeror shall identify technical barriers that it would conceivably encounter in pursuing the required work and make specific proposals for their solution. The approach should reflect a clear understanding of the nature of the work to be undertaken.

Factor 3 – Management Approach

The offeror will be evaluated based upon the offeror's ability to manage the SOW requirements, provide methodology, resource management and a feasible quality control plan to accomplish SOW tasks after contract award.

The offeror shall provide corporate experience describing its ability to manage the work required under the proposed task order. The organizational/management experience shall describe how the firm will adequately supply qualified personnel; describe the firm's ability to combine expertise of its personnel to cover specified program areas; describe how the project manager will supervise and coordinate the program areas; describe firms' ability to recruit people with experience; and describe the firms organizational experience as it relates to experience in human resources/human capital transformation, modernization and revitalization.

Factor 4 - Past Performance

The offeror's demonstrated past performance will be evaluated similar services. The Government will focus on information that demonstrates quality of performance relative to the complexity of the procurement under consideration. Sources other than those identified by the offeror's proposal may also be contacted/accessed by the Government. The Government may use the additional information received/retrieved in its evaluation of the offeror's past performance.

Pricing

In awarding the proposed contract, DCPL will select a contractor who presents the overall best value to the Government, considering the technical merit of the contractor's proposal and its evaluated cost/price. DCPL will use the factors above to evaluate all proposals. The proposed labor skill mix associated with the proposed labor rates will be analyzed to determine if the prices proposed are reasonable for the type of work proposed. The evaluated merit of the contractor's technical/management proposal is most important and carries the greatest weight.

Price proposals shall be submitted in sufficient detail to allow evaluation by the government to include direct labor with proposed labor skill mix, estimated labor hours, direct costs, indirect costs, general/administrative and profit/fee for the base period and all four option periods. Pricing shall be on a firm-fixed-fully loaded labor rates for a labor hour contract in a not-to-exceed ceiling based on the requirements outlined in Section B this solicitation.

Offers will be evaluated based on the following adjectival scoring:

EVALUATION RATINGS	
Exceptional	Numerous strengths and no weaknesses identified, indicating that the proposed effort will significantly benefit the government.
Very Good	Some strengths and few minor weaknesses that can be easily corrected, indicating the proposed effort will benefit the government. Strengths offset weaknesses.
Satisfactory	Meets the requirement, however, may contain some weaknesses that can be corrected without major revisions, indicating the proposed effort will meet the government's requirements. Strengths do not offset weaknesses.
Poor	Major weaknesses, indicating the proposed effort will minimally, but acceptably, meet the government requirements. Weaknesses clearly offset and strengths that may exist.
Unsatisfactory	Fails to meet the government's requirements.
Neutral	If the offeror is a new business, which has not had an opportunity to formulate any past performance for same or similar work, the response will be rated as neutral against its competitors.

Definitions:

Strengths – that area, being evaluated, that exceeds the requirements stated in the statement of work. Also may contain enhancing features that provide supply or service above and beyond what is called for that benefit the government.

Weakness – a flaw that increases the risk of unsuccessful performance. A weakness may be correctable through discussions and revisions.

Deficiency – a material failure to meet the requirement or a combination of weaknesses that increases the risk of unsuccessful performance to an unacceptable level. Deficiencies are fatal errors that can't be corrected, without major revisions.

Evaluation of Options

Except when it is determined in accordance with 19 DMCR, subsection 4362.4 not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).